

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.1043 OF 2006

Tanaji Babaji Patil. ...Appellant.

VS.

1.Dattatraya Dhondiram Patil
& others. ...Respondents.

Mr.R.V.More with Mr.Umesh Mankapure,for Appellant.

CORAM: D.K.DESHMUKH &

DATED: 9th July,2007.

P.C.:-

The only question urged on behalf of the appellant is that the agreement of sale in favour of the appellant was earlier in point of time, still the sale deed in his favour has been declared void. What is pertinent to be noted is

that there is a clear finding recorded that as per the agreement of sale in favour of the appellant, the sale deed was to be executed within 11 months by paying the balance amount, and if the balance amount is not paid within 11 months the amount of earnest money was to be forfeited. The learned Counsel submitted that the sale deed was not executed within 11 months because his vendor did not clear the title. But the learned Counsel is not able to point out that this contention was raised anywhere before the first appeal Court. I do not find that any substantial question of law arises. Appeal is disposed of.

(D.K.DESHMUKH, J.)
